

Important points to remember as you review the Special Terms and Conditions regarding this sale and accessing the Nevada National Security Site (NNSS):

- U.S. Citizens must make arrangements a minimum of 48 hours in advance before you, or whomever you designate, will be badged and allowed access to NNSS. Because of the time it takes for granting access approval, foreign nationals will not be allowed on the site for activities associated with these sales. Keep in mind the NNSS main gate at Mercury, Nevada is **65 miles from Las Vegas, NV** and Yucca Mountain is another 30 miles from main gate. If prior arrangements have not been made, you will be turned away, **NO EXCEPTIONS!**
- The NNSS is only open 4 days a week (Monday thru Thursday) and is closed Friday, weekends and holidays.
- You, or whoever is working for you, must be a U.S. citizen.
- Physical removal of the purchased property must be completed within 15 days of award.

Thank you for your interest in this sale.

### **ADDITIONAL SPECIAL CONDITIONS AND SPECIAL INSTRUCTIONS REGARDING SALE OF DEPARTMENT OF ENERGY PROPERTY AND ENTRY INTO THE NAVADA TEST SITE**

**INSPECTION:** All property offered on this sale is located at the Nevada National Security Site (NNSS), formerly known as the Nevada Test Site, (NTS), Yucca Mountain Project, Nevada. This facility is located approximately 95 miles northwest of Las Vegas, NV, on U.S. Hwy 95. Inspection schedule is as follows: **BY APPOINTMENT ONLY, a minimum of 48 HOURS ADVANCE NOTICE REQUIRED** for US citizens (EXCLUDING FRIDAY AND WEEKENDS) from 8:00 AM through 2:00 PM. Appointments can be arranged by contacting Danika Miller at (702) 580-5673, or Dean Stucker at (702) 321-2794 who will obtain the bidder's information so the appropriate forms can be completed for all attempting to enter the site. After a security check is made by the DOE, a specific time and date will be given. It should be noted that depending on the results of the security check, there is a possibility that some individuals may be rejected from entering the NNSS. Inspections of items will only be performed between the hours of 8:00 AM and 3:00 PM on Wednesdays. Under special conditions inspections may be allowed on other days of the week.

**REMOVAL:** Successful bidder or representative thereof is required to make prior arrangements to enter Department of Energy (DOE) facilities. Advance notice must be made with the individual identified in the Item Description to coordinate anticipated removal date and time. Payment must be made in full on all items purchased prior to removal of any item(s). *Please note:* The sale sites are closed every Friday, Saturday, and Sunday and approved Holidays. Removal or preparations for removal will be allowed on only Wednesday. If purchaser is not able to remove on Wednesday, prior arrangements will need to be made and will only be allowed in certain circumstances. If purchaser authorizes individual/s other than him or herself to remove property, a written release authority must be provided prior to executing the removal. **Removal (or arrangements for removal) must be completed within fifteen (15) calendar days from date appearing on the official notice of award.** If the contracting officer determines that the failure to remove the property within the period of time designated arose out of causes beyond the control and without the fault or negligence of the successful bidder, such determination shall be basis for an extension of time for removal as agreed upon in writing by the holding agency, the contracting officer and the successful bidder.

The buyer must accomplish the removal operations and related activities such as travel, dismantling, moving, and servicing of equipment, including passage of outgoing shipments through the main gate DOE facilities, between the hours of 8:00 AM and 3:00 PM on Wednesdays. If additional time is required, arrangements will need to be made prior to pick up of the item. Dismantling or loading of items will not be permitted on Fridays or weekends. Buyer personnel will not be permitted in areas other than sale sites.

The successful bidder or his/her designee must remove all property. **No sorting or segregating of any property will be permitted on government property.** At no time will the successful bidder resell items purchased without first removing such items from DOE facilities.

***If the successful bidder is permitted to remove the property after the expiration of the time originally allowed for removal, the successful bidder will be required to pay, in advance, a \$20 per lot per day storage & handling fee, not to exceed an additional 3 months. If this clause is invoked and the property is not removed, the successful bidder agrees that they shall lose all right, title, and interest in which they might have acquired in and to such property. The successful bidder further agrees the Government shall be entitled to retain the original purchase price and fees paid as liquidated damages. SPECIAL NOTE: An additional 20% abandonment charge may be assessed for partial removal.***

**ACCESSING THE FACILITY:** Every person who participates in the inspection and/or removal of property from DOE facilities must be properly badged. Persons must be 18 years of age or older, have a valid photo ID (Driver's License, Passport or other), Social Security Card, and be a U.S. citizen. Proof of citizenship is required for all persons born outside of the United States, i.e.: Certificate of Naturalization, Certificate of Citizenship, or U.S. Passport. Because of the length of time it takes for granting foreign nationals entrance to the site, foreign nationals will not be granted access for activities associated with these sales.

**TRAVEL RESTRICTIONS:** All persons attending government sales activities at DOE facilities are strictly required to report directly to the area for which you have been given authority to access and have been badged. No person on the test site is authorized to travel beyond the limitations for which they are badged. Travel is restricted to the most practical and direct routes between the inspection yard and exit point. For the purposes of this sale, only access to Area 25 will be given.

**BANNED ARTICLES:** No persons entering DOE facilities will be authorized to have in his or her possession any visual or sound recording device. Those items are, for example, but not limited to: still and movie cameras, video recorder cameras, tape recorders, etc. Picture cellular telephones are allowed on site but the taking of pictures with these devices is not allowed. Prohibited articles also include pets, firearms (even with CCW), ammunition, fireworks, explosives, non-prescribed drugs, alcoholic beverages, switchblades, knives with blades in excess of three (3) inches, or any other dangerous weapons.

**DOCUMENTS REQUIRED FOR PROPERTY REMOVAL:** If you are the successful bidder picking up the item in person, you must have: (1) Purchaser's receipt and authorization to release property, paid in full, plus performance bond if applicable; and (2) proof of insurance if applicable. *NOTE:* Copies of required paperwork in those cases where the successful bidder is geographically separated from the representative can be telefaxed to:

FAX: (702) 295-0946 Attn: Danika Miller

If other than the successful bidder (i.e.: contractor trucking company, company representative, relative, friend, etc.), you must have: (1) Letter of Authorization, signed by the successful bidder (include confirmation number and phone number of successful bidder for verification); (2) all paid in full receipts or copies thereof, including performance bond if applicable; (3) Proof of insurance if applicable.

**LOADING:** The government is not responsible for loading. The government is not responsible for securing loads. The buyer assumes full responsibility for safe loading and compliance with all provisions for safety and fire protection in loading and transporting such equipment and agrees to indemnify and hold seller

and its employees harmless for any and all claims, damages, or any other claims arising out of such loading operations and subsequent transportation of such equipment or property.

The DOE will have a Hyster 20 ton forklift, a Caterpillar 15 ton forklift and a loading ramp on site that the bidder may use to load purchased items. The DOE makes no guarantee as to the performance of these machines and if problems occur, they may not be available. If the bidder chooses to use these machines, he must supply an operator who is trained and qualified to use the equipment. The DOE reserves the right to refuse the use of these machines to anyone if it is felt the operator is using them in an unsafe manor or an unsafe condition exists. If these machines are used for loading, the bidder and all representatives will agree to indemnify and hold seller and its employees harmless for any and all claims, damages, or any other claims arising out of such loading operations and subsequent loading activities of such equipment of property.

**SAFETY AND FIRE PROTECTION:** The buyer shall take all responsible precautions and assume all liability in removal operations to protect the safety of NNSS, U.S. DOE and Government employees, and to minimize hazards to life and property, and shall comply with applicable requirements of the latest revisions of the standards set forth by the Williams-Steiger Occupation Safety and Health Act of 1970; 29 Code of Federal Regulations (CFR) Part 1910, "Occupational Safety and Health Standards", and CFR Part 1926, "Safety and Health Regulations for Construction"; National Fire Codes; U.S. Department of Transportation Motor Carrier safety Regulations, Chapter 1, Subchapter B, Title 49, Parts 390-397 - Transportation; and NNSS Safety Codes (copy provided upon request). Equipment, materials, and fire and safety procedures used by the purchaser shall be subject to inspection by NNSS Industrial Safety and Fire Protection. Equipment or work practices which do not meet the above required standards for safe operation will not be allowed on the NNSS. The seller shall not be liable to the buyer for any delays or additional costs incurred by the buyer in complying with required safety and fire prevention regulations. Buyer accepts all liability for injury or property damage irrespective of such inspection by NNSS Industrial Safety and Fire Protection Services. No hot work that involves open flame or sparks will be allowed on the site.

**GOVERNMENT'S RIGHT OF SURVEILLANCE:**

- a. The Government reserves the right to conduct inspections of the Purchaser's and/or its agent's representatives, assignee's and/or vendee's transportation conveyances and/or equipment utilized to effect removal of the property purchased under this Invitation for Bid. Such actions may be accomplished prior to, during and/or subsequent to removal of the property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with the free access and reasonable assistance required to conduct such inspections.
- b. The Government reserves the right to conduct inspections of treatment, storage and disposal facilities of the Purchaser, its agent, representative, assignee and vendee including the equipment, instrumentalities, and records thereof. Such action may be accomplished prior to, during and subsequent to removal of property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with free access and assistance as requested to conduct such inspections.
- c. Where the Purchaser transfers any property acquired under this contract to a third party, the Purchaser warrants that by the terms of that transfer, the Government shall retain all rights and privileges conferred upon it by parts a and b of this clause.

**STOP WORK ORDERS:** The GSA Sales Contracting Officer, DOE Sales Coordinator, DOE Safety Officer, DOE Site Manager or designated representative shall have authority to stop all or any part of the operation, if, in their opinion, damage is occurring to facilities, resources, or work performed in an unsafe manor. Work methods shall be changed to prevent further damage or unsafe conditions.

**CHANGE IN CONTRACT REQUIREMENTS:** The Contracting Officer may, at any time, by written order to the Purchaser, make changes in the method by or extent to which the property will be removed, scrapped, mutilated, or demilitarized, including the movement, dismantling, or disposition of the property. When a change causes an increase or decrease in the Contractor's performance cost or market value of the property, an equitable adjustment will be made to the contract. Claims for this adjustment must be submitted, in writing, by the Purchaser within 30 days from the date notification of the change was provided to the Purchaser, unless the Contracting Officer grants an extension to the final date of performance under the contract. If both parties fail to agree upon an equitable adjustment, the dispute shall be processed under the "Disputes" clause of the contract. Nothing provided in this clause shall excuse the Purchaser from proceeding with the performance requirements stipulated under this change.

**INSURANCE REQUIREMENTS:** The buyer shall provide to the seller (upon request) all insurance documentation necessary to fully protect the U.S. Government from all claims. The buyer may be required to furnish certificates of such insurance before commencing removal. The limits of the insured's liability listed below are minimum requirements and will not be deemed to limit the buyer's liability to the seller.

- 1) Worker's compensation in accordance with the law of the state of Nevada. Buyers who carry workers compensation in states not having reciprocal agreement with the state of Nevada must also insure with the Nevada State Industrial Insurance System prior to the initiation of the removal operation.
- 2) Public Liability, other than auto:

|                 |                |               |
|-----------------|----------------|---------------|
| Bodily Injury   | One person     | \$ 100,000.00 |
|                 | One Occurrence | \$ 300,000.00 |
| Property Damage | One Accident   | \$ 250,000.00 |
|                 | Aggregate      | \$ 500,000.00 |
- 3) Auto Public Liability:

|                 |                |              |
|-----------------|----------------|--------------|
| Bodily Injury   | One person     | \$ 15,000.00 |
|                 | One Occurrence | \$ 30,000.00 |
| Property Damage | One Occurrence | \$ 5,000.00  |

The above specified minimum insurance requirements, as shown in the table, will be enforced and copies of proof of insurance will be provided to the seller prior to actual removal and must be maintained in full force until completion of removal. The required amount of insurance to be carried by the buyer under this section may be changed upon the seller's written notice to the buyer.

**EXPORT RESTRICTION NOTICE:** The use, disposition, export and reexport of this property is subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended, the Arms Export Control Act (22 USC 2752 et seq.); the Export Administration Act of 1979 (560 USC Append 2401 et seq.); DOE Regulations (10 CFR Part 810); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 USC 791 et seq.) which among other things, prohibit: (a.) The making of false statement and concealment of any material information regarding the use or disposition, export or reexport of the property; and (b.) Any use or disposition, export or reexport of the property which is not authorized in accordance with the provisions of this agreement.

**ENVIRONMENTAL COMPLIANCE:** All vehicles or equipment entering DOE facilities will be subject to NNSS, U.S. DOE, State and Federal environmental compliance regulations. Vehicles and equipment will be inspected for leaks or other conditions, which may be liable for costs incurred for environmental safety or hazardous material clean-up. Any vehicles or equipment not meeting environmental compliance standards will be shut down immediately until compliance has been met. In the event a break-down occurs on DOE facilities, written authority to facilitate repair on the DOE facility must be obtained prior to any repair work taking place.

**DISMANTLING OR MODIFICATION:** The buyer will be responsible for any dismantling or modification of vehicles, equipment, or material required to fit buyer-furnished transportation.

**RADIOLOGICAL SURVEY:** All the materials sold will be checked and cleared for radiological contamination before removal. However, random checks may be made prior to removal of any property from DOE facilities, a thorough radiological survey of each item sold will then be made by the DOE, if required and radiological release documents will be prepared and provided by the DOE. If any part of the material is found to be contaminated by radiation, such contaminated part will be removed and not allowed to be moved from the DOE facility. Title of such contaminated part shall revert to the government. No liability of any nature shall be imposed upon the seller for failure to deliver such contaminated material for sale and removal. However, the buyer shall be entitled to an adjustment of the purchase price in the amount determined reasonable by the contracting officer.

**SALE TO DOE AND CONTRACTOR EMPLOYEES:** (I.A.W. 41 CFR 109-45.302-50) Employees of DOE and DOE Contractors shall be afforded the same opportunities to acquire government-owned property as is afforded the general public, provided the employee warrants in writing prior to award that they have not either directly or indirectly: (1) Participated in the determination to dispose of the property; (2) Participated in the preparation of the property for sale; (3) Participated in the determining the method of sale; (4) Obtained information not otherwise available to the general public regarding usage, condition, quality, or value of the property.

**NOTES:** (1) Public is encouraged to provide beverage and/or snack items to be carried to the inspection sites. Access to a "NO Host" cafeteria will be available on the test site during normal serving times (11:00 AM to 1:00 PM) for purchasers during property removal. Cafeteria is located only in Mercury, NV.  
(2) All information provided within parentheses in the sales descriptions is for Government use only